ORIGINAL

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
APR - 8 1997
NANCY DOHERTY, CLERK
BY ______ Deputy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

METROPOLITAN LIFE INSURANCE COMPANY	§	
Plaintiff,	§	
V.	§	**CIVIL ACTION NO. 3-96-CV-2548-H**
LFC SETTLEMENT PAYMENT FUND (1992-1), LTD., LEE FINANCIAL CORPORATION, GENERAL PARTNER, SETTLEMENT CAPITAL CORPORATION F/K/A SETTLEMENT OPTIONS, INC., J.G. WENTWORTH SSC, LIMITED PARTNERSHIP and MARISOL MONTEZ	§	
Defendants.	§	

ENTERED ON DOCKET
4-10-97 PURSUANT
TO F. R. C. P: RULES
58 AND 79a

AGREED FINAL JUDGMENT

On this date came on for consideration the above-styled and numbered cause wherein Metropolitan Life Insurance Company is the Plaintiff/Counter-Defendant; LFC Settlement Payment Fund (1992-1), Ltd., Lee Financial Corporation, General Partner ("Lee Financial"), Settlement Capital Corporation f/k/a Settlement Options, Inc. ("SCC"), and J.G. Wentworth SSC, Limited Partnership ("Wentworth") are the Defendants/Counter-Plaintiff; and Marisol Montez is a Defendant. Plaintiff/Counter-Defendant Metropolitan Life Insurance Company ("Metropolitan") and Defendants/Counter-Plaintiffs Lee Financial, SCC, and Wentworth have all previously appeared in the case and have announced that they have reached an agreement in resolution of their claims and counter-claims in this case.

Defendant Marisol Montez, although having been duly and legally cited to appear and answer, failed to appear and answer and wholly made default. On February 27 1997, this Court

28.

entered an Order Granting Metropolitan Life Insurance Company's Amended Motion for Default Judgment against Marisol Montez, which is incorporated into this judgment by reference.

The Court has read and considered the pleadings and papers on file and all other matters properly before it and is of the opinion that Final Judgment should be entered in this case.

The Court finds that it has subject matter and personal jurisdiction over this case and the parties. The Court further finds that Defendant Montez has failed to appear and by so failing has admitted all of the allegations in Metropolitan's Complaint filed on or about September 9, 1996 and the allegations in Lee Financial and SCC's Answer and Counterclaim filed on January 3, 1997 and Wentworth's Answer and Counterclaim filed on February 4, 1997. Due to Montez' default she has forfeited any right she may have had to receive certain payments due under that certain annuity contract no. 8298, certificate no. 22806 dated on or about September 13, 1984 and issued by Metropolitan Life Insurance Company (hereafter the "Annuity"). The Court further finds that Montez shall have no future claims against Metropolitan, Lee Financial, SCC, or Wentworth related to the annuity payments in question in this case.

Lee Financial has asserted its right to receive certain payments due under the Annuity by virtue of a Final Judgment Nunc Pro Tunc entered by the 68th Judicial District Court of Dallas County, Texas in LFC Settlement Payment Fund (1992-1), Ltd., et al v. Marisol Montez, cause no. 95-10834 on July 1, 1996 (hereafter the "Texas Judgment"). Under the terms of the Texas Judgment, Lee Financial is entitled to receive all monthly payments due under the Annuity, in the amount of $1,100.00 per month from the date of said judgment through August 13, 2009, as well as two lump sum payments in the amount of $250,000.00 due on August 13, 1999 and $500,000.00 due on August 13, 2004. In an effort to enforce the Texas Judgment, Lee Financial and SCC filed and served on Metropolitan an Application for Writ of Garnishment and an Application for Turnover Order and/or Enforcement of Judgment on or about July 19, 1996.

Wentworth has also asserted a claim to certain payments due under the Annuity. Wentworth's claim arises by way of a judgment rendered against Marisol Montez in the amount of $ 250,000 on or about June 19, 1996 by the County Court of Common Pleas of Philadelphia County in a case styled J.G. Wentworth SSC, Limited Partnership v. Marisol Montez, cause no. 96-8702 (the "Pennsylvania Judgment"). In an effort to enforce the Pennsylvania Judgment, Wentworth arranged for the issuance and service on Metropolitan of a writ of execution to enforce the judgment against the annuity payments due from Metropolitan under the Annuity. The writ of execution was issued on or about July 30, 1996.

As a result, Metropolitan was faced with the prospect of competing claims for the payments due under the Annuity and therefore filed an interpleader and declaratory judgment action in this Court in September, 1996. The Court finds that the only parties who have asserted rights to the payments in question in this action have reached an agreement and have requested entry of this Final Judgment. The Court further finds that the request for declaratory relief by Metropolitan, Lee Financial, SCC and Wentworth should be granted. The Court further finds that Metropolitan is entitled to be paid its reasonable and necessary attorneys fees and costs incurred in bringing this action from the payments due under the Annuity. The Court further finds that Lee Financial is entitled to receive certain payments due under the Annuity and is also entitled to collect the damages, attorneys fees, costs, and interest awarded Lee Financial in the Texas Judgment from the payments due under the Annuity. Wentworth is entitled to collect the damages, costs, and interest awarded Wentworth in the Pennsylvania Judgment from the payments due under the Annuity.

IT IS THEREFORE ORDERED, ADJUDGED, DECREED AND DECLARED that Metropolitan shall have no liability to Montez with respect to any payments due under the Annuity which are awarded to Metropolitan for its attorneys fees and to Lee Financial and/or Wentworth in this Final Judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Metropolitan shall be paid its reasonable and necessary attorneys fees incurred in prosecuting this interpleader action, in the amount of Four Thousand Eight Hundred Eighty-Two and 68/100 Dollars ($4,882.68) from the payments due under the Annuity, before any payments due under the Annuity are paid to Lee Financial or Wentworth.

IT IS FURTHER ORDERED, ADJUDGED, DECREED AND DECLARED that after Metropolitan is paid its attorneys fees in the amount of $ 4,882.68, Lee Financial is entitled to receive all payments due under the Annuity which were retained by Metropolitan after it received notice of the competing claims to the Annuity payments, as well as all payments due from Metropolitan under the Annuity from the date of this judgment through August 12, 2009, namely all monthly payments in the amount of $1,100.00 per month, the $ 250,000 payment due on August 13, 1999, and the $500,000 payment due on August 13, 2004.

IT IS FURTHER ORDERED, ADJUDGED, DECREED AND DECLARED that Wentworth shall be entitled to receive Four Hundred Forty-Seven Thousand Two Hundred Sixteen and 71/100 Dollars ($447,216.71) out of the $1,000,000.00 payment due under the Annuity on August 13, 2009, in satisfaction of the Pennsylvania Judgment.

IT IS FURTHER ORDERED, ADJUDGED, DECREED AND DECLARED that Lee Financial may collect Twenty-Seven Thousand One Hundred Two and 82/100 Dollars

($27,102.82) out of the $1,000,000 payment due under the Annuity on August 13, 2009, in satisfaction of the monetary portion of the Texas Judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff Metropolitan is hereby discharged from any and all liability to Montez for any payments due under the Annuity which have been awarded to Metropolitan for its attorneys fees or to Lee Financial and Wentworth in this Final Judgment. Metropolitan's liability for any other payments or portion of payments due under the Annuity shall be governed by the terms of the Annuity, as modified by this Final Judgment.

All other relief not expressly granted herein is hereby denied.

IT IS SO ORDERED.

SIGNED this 8 day of April, 1997.

UNITED STATES DISTRICT JUDGE

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By: ______________________________
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